

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
NORTHERN DIVISION AT GREENEVILLE**

**WESTFIELD NATIONAL INSURANCE )  
COMPANY and UNITED STATES )  
LIABILITY INSURANCE GROUP )  
 )  
Plaintiffs, )  
 )  
v. ) No. 2:20-CV-00115  
 ) TWELVE-MEMBER  
 ) JURY DEMANDED  
STEVEN MCRAE d/b/a )  
MCRAE PLUMBING & EXCAVATING, )  
 )  
Defendant. )**

**ANSWER OF DEFENDANT STEVEN MCRAE D/B/A MCRAE PLUMBING &  
EXCAVATING TO THE AMENDED COMPLAINT [Doc. 6]**

Comes now the defendant Steven McRae d/b/a McRae Plumbing & Excavating and for Answer to the Amended Complaint [Doc. 6] filed herein states as follows:

1. Defendant has no knowledge concerning the allegations at Paragraphs 1-8 of the Amended Complaint.
2. In response to Paragraph 9 of the Amended Complaint, admits that he operates the business identified at the place set forth. Defendant denies that he performed any plumbing work for the Plaintiffs identified herein.
3. In response to Paragraphs 10 and 11 of the Amended Complaint, Defendant admits that jurisdiction and venue are appropriate with this Court.
4. Paragraph 12 of the Amended Complaint does not appear to seek a response from this Defendant.
5. Paragraph 13 of the Amended Complaint is admitted.

6. In response to Paragraph 14 of the Amended Complaint, Defendant admits on information and belief that water damage occurred at the subject property on the date identified. Defendant denies the allegation as to the cause of the water damage and the remainder of the allegations at Paragraph 14 of the Amended Complaint.

7. In response to Paragraph 15 of the Complaint, Defendant denies that he was negligent in any manner. The remainder of the allegations at Paragraph 15 of the Amended Complaint are denied.

8. Paragraph 16 of the Amended Complaint does not appear to seek a response from this Defendant.

9. Defendant denies that he was negligent, reckless, careless, or otherwise engaged in “liability producing conduct” as set forth at Paragraph 17 of the Amended Complaint. The remainder of the allegations at Paragraph 17 of the Amended Complaint are denied.

10. In response to Paragraph 18 of the Amended Complaint, Defendant denies that any act or omission of this Defendant caused any damage to the Plaintiffs. The remainder of the allegations at Paragraph 18 of the Amended Complaint are denied.

11. In response to Paragraphs 19-22 of the Amended Complaint, this Defendant denies that he entered into any contract with Plaintiffs or Plaintiffs’ subrogors as identified in the Amended Complaint. Wherefore, all of the allegations at Paragraphs 19-22 are denied.

12. Paragraph 23 of the Amended Complaint does not appear to seek a response from this Defendant.

13. Defendant admits the allegations at Paragraph 24 of the Amended Complaint.

14. Defendant denies that he engaged in any improper conduct as set forth in the Amended Complaint and further denies that he breached any warranty as set forth at Paragraph

25 of the Amended Complaint. The remainder of the allegations at Paragraph 25 of the Amended Complaint are denied.

15. In response to Paragraphs 26-27 of the Amended Complaint, Defendant denies that he breached any duty to Plaintiffs or Plaintiffs' subrogors. The remainder of the allegations at Paragraphs 26-27 of the Amended Complaint are denied.

16. All other averments of the Amended Complaint not hereinabove admitted, explained or denied, are now denied, and are placed at issue and strict proof is demanded thereof.

17. Defendant, at this time, reserves the right to amend this Answer upon discovery and raise any defenses as conform to the evidence as it further develops and as discovery reveals, including the fault of the Plaintiffs, Plaintiffs subrogors, or other third party.

**NOW HAVING FULLY ANSWERED**, Defendant Steven McRae d/b/a McRae Plumbing & Excavating prays to be hence dismissed with costs taxed to Plaintiffs and their sureties. Finally, Defendant respectfully demands a jury of twelve be impaneled to try the tort action.

Respectfully submitted this the 31<sup>st</sup> day of July, 2020.

/s/ Jason E. Fisher  
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**CERTIFICATE OF SERVICE**

I hereby certify that on this the 31<sup>st</sup> day of July, 2020, a copy of the foregoing Answer of Defendant Steven McRae d/b/a McRae Plumbing & Excavating to the Amended Complaint was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. mail. Parties may access this filing through the Court's electronic filing system.

/s/ Jason E. Fisher

Jason E. Fisher (BPR #021467)